

|   |  |                                  |  |                      |                                       |
|---|--|----------------------------------|--|----------------------|---------------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |                                  | 1. CONTRACT ID CODE<br>U   | PAGE OF PAGES<br>1 2 |                                       |
| 2. AMENDMENT/MODIFICATION NO.<br>42   |  | 3. EFFECTIVE DATE<br>18-Aug-2017 | 4. REQUISITION/PURCHASE REQ. NO.<br>1300532315-0002  |                      | 5. PROJECT NO. (If applicable)<br>N/A |
| 6. ISSUED BY<br>SPAWAR HQ<br>4301 Pacific Highway<br>San Diego CA 92110<br>jack.may@navy.mil 407-380-4910 |  | CODE<br>N00039                   | 7. ADMINISTERED BY (If other than Item 6)<br>DCMA Manassas<br>14501 George Carter Way, 2nd Floor<br>Chantilly VA 20151 |                      | CODE<br>S2404A<br>SCD: C              |

|   |               |     |  |
|---|---------------|-----|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)<br>AMERICAN SYSTEMS CORPORATION<br>13990 Parkeast Circle<br>Chantilly VA 20151 |               | [X] | 9A. AMENDMENT OF SOLICITATION NO.                                |
|   |               |     | 9B. DATED (SEE ITEM 11)  |
|   |               |     | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>N00178-04-D-4010-NS02 |
|   |               |     | 10B. DATED (SEE ITEM 13)<br>26-Sep-2011                          |
| CAGE CODE<br>61443  | FACILITY CODE |     |  |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|                          |  |
|--------------------------|--|
| (*)                      | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.   |
| <input type="checkbox"/> |  |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| [X]                      | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>FAR 52 232-22 Limitation of Funds  |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority)  |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

SEE PAGE 2

|  |                                 |   |                                 |
|--|---------------------------------|---|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>Jack Baker, Director of Contracts   |                                 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Jack May, Contracting Officer |                                 |
| 15B. CONTRACTOR/OFFEROR<br>/s/Jack Baker<br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br>25-Aug-2017 | 16B. UNITED STATES OF AMERICA<br>BY /s/Jack May<br>(Signature of Contracting Officer)       | 16C. DATE SIGNED<br>28-Aug-2017 |

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

|                                  |   |                                  |                |       |
|----------------------------------|---|----------------------------------|----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>2 of 2 | FINAL |
|----------------------------------|---|----------------------------------|----------------|-------|

## GENERAL INFORMATION

The purpose of this modification is to de-obligate funds from the order.

1. Funding in the in the amount of \$183,848.88 of Navy Working Capital Funds is de-obligated from CLIN 4600/SLIN 460001. CLIN 4600 is reduced in value from \$345,404.05 to \$161,555.17.
2. Revise Clause B-1 Limitation of Liability Incremental Funding to reflect the revised cost and fee for CLIN 4600.

All other terms and conditions of the order remain unchanged. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$21,337,521.43 by \$183,848.88 to \$21,153,672.55.

| CLIN/SLIN | Type Of Fund | From (\$)  | By (\$)      | To (\$)    |
|-----------|--------------|------------|--------------|------------|
| 460001    | WCF          | 345,404.05 | (183,848.88) | 161,555.17 |

The total value of the order is hereby decreased from \$26,426,247.46 by \$183,848.88 to \$26,242,398.58.

| CLIN/SLIN | From (\$)  | By (\$)      | To (\$)    |
|-----------|------------|--------------|------------|
| 4600      | 345,404.05 | (183,848.88) | 161,555.17 |

|                                  |   |                                  |                 |       |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>1 of 48 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item   | PSC  | Supplies/Services                          | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| 4000   | R425 | Base Year (O&MN,N)                         | 1.0 | LO   | (b)(4)    |           |      |
| 400001 | R425 | ACRN: AA - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 400002 | R425 | ACRN: AB - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 400003 | R425 | ACRN: AB - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 400004 | R425 | ACRN: AB - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 400005 | R425 | ACRN: AB - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 4100   | R425 | Option Year 1 (Exercised) (O&MN,N)         | 1.0 | LO   | (b)(4)    |           |      |
| 410001 | R425 | ACRN AC - Incremental Funding<br>(O&MN,N)  |     |      |           |           |      |
| 410002 | R425 | ACRN AD - Incremental Funding<br>(O&MN,N)  |     |      |           |           |      |
| 410003 | R425 | ACRN AB - Incremental Funding<br>(O&MN,N)  |     |      |           |           |      |
| 410004 | R425 | ACRN AE - Incremental Funding<br>(O&MN,N)  |     |      |           |           |      |
| 410005 | R425 | ACRN AF - Incremental Funding<br>(O&MN,N)  |     |      |           |           |      |
| 410006 | R425 | ACRN AG - Incremental Funding<br>(O&MN,N)  |     |      |           |           |      |
| 410007 | R425 | ACRN AG - Incremental Funding<br>(O&MN,N)  |     |      |           |           |      |
| 4200   | R425 | Option Year 2 (O&MN,N)                     | 1.0 | LO   | (b)(4)    |           |      |
| 420001 | R425 | ACRN AG - Incremental Funding<br>(O&MN,N)  |     |      |           |           |      |
| 420002 | R425 | ACRN AH - Incremental Funding<br>(O&MN,N)  |     |      |           |           |      |
| 420003 | R425 | ACRN AK - Incremental Funding<br>(O&MN,N)  |     |      |           |           |      |
| 420004 | R425 | ACRN AL - Incremental Funding<br>(O&MN,N)  |     |      |           |           |      |

|                                  |   |                                  |                 |       |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>2 of 48 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services                         | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 420005 | R425 | ACRN AM - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 420006 | R425 | ACRN AN - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 420007 | R425 | ACRN AK - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 4300   | R425 | Option Year 3 (O&MN,N)                    | 1.0 | LO   | (b)(4)    |           |      |
| 430001 | R425 | ACRN AP - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 430002 | R425 | ACRN AQ - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 430003 | R425 | ACRN AN - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 430004 | R425 | ACRN AK - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 430005 | R425 | ACRN AP - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 430006 | R425 | ACRN AP - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 430007 | R425 | ACRN AR - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 430008 | R425 | ACRN AS - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 430009 | R425 | ACRN AT - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 430010 | R425 | ACRN AT - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 430011 | R425 | ACRN AT - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 430012 | R425 | ACRN AV - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 4400   | R425 | Option Year 4 (O&MN,N)                    | 1.0 | LO   | (b)(4)    |           |      |
| 440001 | R425 | ACRN AT - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 440002 | R425 | ACRN AW - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 440003 | R425 | ACRN AX - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 440004 | R425 | ACRN AT - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 440005 | R425 | ACRN AT - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |

|                                  |   |                                  |                 |       |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>3 of 48 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services                         | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 440006 | R425 | ACRN AT - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 440007 | R425 | ACRN AT - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 440008 | R425 | ACRN AY - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 440009 | R425 | ACRN AY - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 440010 | R425 | ACRN AY - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 440011 | R425 | ACRN AY - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 440012 | R425 | ACRN AZ - Incremental Funding<br>(O&MAFR) |     |      |           |           |      |
| 440013 | R425 | ACRN BA - Incremental Funding<br>(O&MN,N) |     |      |           |           |      |
| 4500   | R425 | Option Year 2 (WCF)                       | 1.0 | LO   | (b)(4)    |           |      |
| 450001 | R425 | ACRN AJ - Incremental Funding (WCF)       |     |      |           |           |      |
| 450002 | R425 | ACRN AU - Incremental Funding (WCF)       |     |      |           |           |      |
| 4600   | R425 | Option Year 4. (WCF)                      | 1.0 | LO   | (b)(4)    |           |      |
| 460001 | R425 | ACRN AU - Incrementally Fund (WCF)        |     |      |           |           |      |

For FFP Items:

| Item | PSC  | Supplies/Services  | Qty | Unit | Unit Price | Total Price |
|------|------|--|-----|------|------------|-------------|
| 5000 | R425 | Base Year - First Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)      | 1.0 | LO   | (b)(4)     |             |
| 5001 | R425 | Base Year - Second Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)     | 1.0 | LO   | (b)(4)     |             |
| 5002 | R425 | Base Year - Third Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)      | 1.0 | LO   | (b)(4)     |             |
| 5003 | R425 | Base Year - Fourth Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)     | 1.0 | LO   | (b)(4)     |             |
| 5100 | R425 | Option Year 1 - First Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)  | 1.0 | LO   | (b)(4)     |             |
| 5101 | R425 | Option Year 1 - Second Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N) | 1.0 | LO   | (b)(4)     |             |
| 5102 | R425 | Option Year 1 - Third Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)  | 1.0 | LO   | (b)(4)     |             |

|                                  |   |                                  |                 |       |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>4 of 48 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services  | Qty | Unit | Unit Price | Total Price |
|--------|------|--|-----|------|------------|-------------|
| 5103   | R425 | Option Year 1 - Fourth Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N) | 1.0 | LO   | (b)(4)     |             |
| 5200   | R425 | Option Year 2 - First Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)  | 1.0 | LO   | (b)(4)     |             |
| 5201   | R425 | Option Year 2 - Second Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N) | 1.0 | LO   | (b)(4)     |             |
| 5202   | R425 | Option Year 2 - Third Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)  | 1.0 | LO   | (b)(4)     |             |
| 5203   | R425 | Option Year 2 - Fourth Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N) | 1.0 | LO   | (b)(4)     |             |
| 5300   | R425 | Option Year 3 - First Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)  | 1.0 | LO   | (b)(4)     |             |
| 5301   | R425 | Option Year 3 - Second Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N) | 1.0 | LO   | (b)(4)     |             |
| 5302   | R425 | Option Year 3 - Third Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)  | 1.0 | LO   | (b)(4)     |             |
| 5303   | R425 | Option Year 3 - Fourth Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N) | 1.0 | LO   | (b)(4)     |             |
| 5400   | R425 | Option Year 4 - First Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)  | 1.0 | LO   | (b)(4)     |             |
| 5401   | R425 | Option Year 4 - Second Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N) | 1.0 | LO   | (b)(4)     |             |
| 540101 | R425 | ACRN AY (O&MN,N)   |     |      |            |             |
| 5402   | R425 | Option Year 4 - Third Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N)  | 1.0 | LO   | (b)(4)     |             |
| 540201 | R425 | ACRN AY (O&MN,N)   |     |      |            |             |
| 5403   | R425 | Option Year 4 - Fourth Quarter Performance Incentive Fee See Clause B.3 for additional information. (O&MN,N) | 1.0 | LO   | (b)(4)     |             |
| 540301 | R425 | ACRN AY - Incremental Funding (O&MN,N)   |     |      |            |             |

For ODC Items:

| Item   | PSC  | Supplies/Services                      | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|-----------|
| 6000   | R425 | Base Year (O&MN,N)                     | 1.0 | LO   | \$(b)(4)  |
| 600001 | R425 | ACRN AA - Incremental Funding (O&MN,N) |     |      |           |
| 600002 | R425 | ACRN AB - Incremental Funding (O&MN,N) |     |      |           |
| 600003 | R425 | ACRN AB - Incremental Funding (O&MN,N) |     |      |           |
| 6100   | R425 | Option Year 1 (Exercised) (O&MN,N)     | 1.0 | LO   | \$(b)(4)  |
| 610001 | R425 | ACRN AB - Incremental Funding (O&MN,N) |     |      |           |

|                                  |   |                                  |                 |       |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>5 of 48 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services                      | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|-----------|
| 610002 | R425 | ACRN AE - Incremental Funding (O&MN,N) |     |      |           |
| 610003 | R425 | ACRN AG - Incremental Funding (O&MN,N) |     |      |           |
| 6200   | R425 | Option Year 2 (O&MN,N)                 | 1.0 | LO   | \$(b)(4)  |
| 620001 | R425 | ACRN AG - Incremental Funding (O&MN,N) |     |      |           |
| 620002 | R425 | ACRN AK - Incremental Funding (O&MN,N) |     |      |           |
| 620003 | R425 | ACRN AL - Incremental Funding (O&MN,N) |     |      |           |
| 6300   | R425 | Option Year 3 (O&MN,N)                 | 1.0 | LO   | \$(b)(4)  |
| 630001 | R425 | ACRN AP - Incremental Funding (O&MN,N) |     |      |           |
| 630002 | R425 | ACRN AV - Incremental Funding (O&MN,N) |     |      |           |
| 630003 | R425 | ACRN AT - Incremental Funding (O&MN,N) |     |      |           |
| 6400   | R425 | Option Year 4 (O&MN,N)                 | 1.0 | LO   | \$(b)(4)  |
| 640001 | R425 | ACRN AT - Incremental Fund (O&MN,N)    |     |      |           |
| 640002 | R425 | ACRN AY - Incremental Fund (O&MN,N)    |     |      |           |

## B-1 LIMITATION OF LIABILITY - INCREMENTAL FUNDING

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of cost and fee, are as follows:

| <u>ITEM(S)</u> | <u>AMOUNT ALLOTTED (COST AND FEE)</u> |
|----------------|---------------------------------------|
| <u>4000</u>    | (b)(4)                                |
| <u>4100</u>    | (b)(4)                                |
| <u>4200</u>    | (b)(4)                                |
| <u>4300</u>    | (b)(4)                                |
| <u>4400</u>    | (b)(4)                                |
| <u>4500</u>    | (b)(4)                                |
| <u>4600</u>    | (b)(4)                                |
| <u>6000</u>    | (b)(4)                                |
| <u>6100</u>    | (b)(4)                                |
| <u>6200</u>    | (b)(4)                                |
| <u>6300</u>    | (b)(4)                                |
| <u>6400</u>    | (b)(4)                                |

(c) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state the total amounts allotted for cost and fee, and the CLINs covered thereby.

|                                  |   |                                  |                 |       |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>6 of 48 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

(d) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

## **B-2 OTHER DIRECT COSTS**

The Government reserves the right to increase the Other Direct Costs CLINs to reflect increases for travel and other direct costs. Travel costs shall be reimbursed based on actual, reasonable costs in accordance with the Joint Travel Regulations or with FAR 31.205-46. Travel and Other Direct Costs (ODCs) will be non-fee bearing cost elements subject to Material Handling and G&A rates only.

## **B-3 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) AND PERFORMANCE INCENTIVE FEE BASED ON ACHIEVEMENT OF PERFORMANCE STANDARDS**

(a) *General.* The Government shall pay the Contractor fees as provided in this task order.

(b) *Fixed Fee/Performance Incentive Fee Allocation.* The total task order fee will be divided between the fixed fee and performance incentive fee using a ratio of sixty-five percent (65%) to thirty-five percent (35%), respectively. Sixty-five percent (65%) of the total task order fee will be allocated to the fixed fee and will be paid in accordance with paragraph (c) of this clause. Thirty-five percent (35%) of the total task order fee will be allocated to the performance incentive fee and will be paid in accordance with paragraph (d) of this clause. In no case shall the total combined fee (fixed fee + performance incentive fee) exceed the "Maximum Fee Rate" provided in the basic SeaPort-e contract.

(c) *Fixed Fee.* (1) The fixed fee for work performed under this contract is <sup>(b)(4)</sup> [REDACTED], provided that not less than 85,440 (Base Year); 110,400 (Option Year 1); 129,600 (Option Year 2); 139,200 (Option Year 3); 148,800 (Option Year 4) staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than 85,440 (Base Year); 110,400 (Option Year 1); 129,600 (Option Year 2); 139,200 (Option Year 3); 148,800 (Option Year 4) staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. Any changes executed under this paragraph will be accomplished through a bilateral modification.

(2) The Government shall make payments of the fixed fee to the Contractor when requested as work progresses, but not more frequently than biweekly. This payment shall be equal to five percent (5%) of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. The total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(d) *Performance Incentive Fee.* (1) Commencing at task order award and throughout the period of performance, the Contractor may earn performance incentive fees each quarter by meeting the Acceptable Quality Levels (AQLs) of the Performance Standards outlined in the Performance Requirements Summary (PRS) as provided in this task order. At the conclusion of each quarter, the Contracting Officer will evaluate the Contractor's performance to determine the performance incentive fee earned by the Contractor for the



|                                  |   |                                  |                 |       |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>7 of 48 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

quarterly evaluation period. The performance incentive fee determination will be made by the Contracting Officer based on the PRS and Quality Assurance Surveillance Plan. The AQLs for each Performance Objective is either fully met or not met. No partial performance incentive fee will be paid for performance failing to meet the AQL of each Performance Objective. The performance incentive fee determinations are unilateral decisions made solely at the discretion of the Government.

(2) The performance incentive fee pool for each quarterly evaluation period will be calculated by dividing the annual performance incentive fee percentage evenly into four quarters. The quarterly performance incentive fee pool will then be multiplied by the “Proportion of Total Performance Incentive Fee” percentage, outlined in the *Table 1 Attachment*, to establish the performance incentive fee for each performance objective. The “Proportion of Total Performance Incentive Fee” percentage assigned to each performance objective represents the value of the objective to the contract.

(3) The maximum performance incentive fee for work performed under this contract is (b)(4) \_\_\_\_\_, provided that not less than 85,440 (Base Year); 110,400 (Option Year 1); 129,600 (Option Year 2); 139,200 (Option Year 3); 148,800 (Option Year 4) staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than 85,440 (Base Year); 110,400 (Option Year 1); 129,600 (Option Year 2); 139,200 (Option Year 3); 148,800 (Option Year 4) staff-hours of direct labor are so employed for such work, the performance incentive fee shall be equitably reduced to reflect the reduction of work. Any changes executed under this paragraph will be accomplished through a bilateral modification.

(4) Due to the limitations of the contract writing software system, the *maximum* earnable performance incentive fee for each quarterly evaluation period will be reflected as optional firm-fixed price CLINs in the task order at award. After the Contracting Officer determines the performance incentive fee earned by the Contractor for each quarterly evaluation period, the Contracting Officer will issue a unilateral modification to exercise the option and adjust the performance incentive fee price to reflect the performance incentive fee earned by the Contractor during the evaluated quarter. The modification will be incorporated into the task order no later than thirty (30) days after the end of the evaluation period. Upon receipt of the aforementioned modification, the Contractor may submit a public voucher for payment of the performance incentive fee earned for the period evaluated. Any amount of available performance incentive fee that is not earned in an individual evaluation period will not be carried forward to subsequent evaluation periods.

*Table 1 Attachment*

| Evaluation Period             | PRS Description | Proportion of Total Performance Incentive Fee (%) | Maximum Incentive Fee (\$) |
|-------------------------------|-----------------|---|----------------------------|
| <b>BASE YEAR</b>              |                 |   |                            |
| <b>1<sup>st</sup> Quarter</b> |                 |   |                            |

|                                  |   |                                  |                 |       |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>8 of 48 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

|                               |  |        |        |
|-------------------------------|--|--------|--------|
| <b>PRS 1</b>                  | Call Response Time                               | (b)(4) |        |
| <b>PRS 2</b>                  | Maximum Call Abandonment Rate                    | (b)(4) |        |
| <b>PRS 3</b>                  | Maximum Call Queue Depth                         | (b)(4) |        |
| <b>PRS 4</b>                  | Telephone Support Request Assignment             | (b)(4) |        |
| <b>PRS 5</b>                  | Other than Telephone Support Request Assignments | (b)(4) |        |
| <b>PRS 6</b>                  | Customer Satisfaction                            | (b)(4) |        |
| <b>PRS 7</b>                  | Support Request Generation, Routing & Tracking   | (b)(4) |        |
| <b>PRS 8</b>                  | SOS Vectory Database Maintenance                 | (b)(4) |        |
| <b>PRS 9</b>                  | SOS Vectory Database Maintenance Updates         | (b)(4) |        |
| <b>TOTAL</b>                  |  |        | (b)(4) |
| <b>2<sup>nd</sup> Quarter</b> |  |        |        |
| <b>PRS 1</b>                  | Call Response Time                               | (b)(4) |        |
| <b>PRS 2</b>                  | Maximum Call Abandonment Rate                    | (b)(4) |        |
| <b>PRS 3</b>                  | Maximum Call Queue Depth                         | (b)(4) |        |
| <b>PRS 4</b>                  | Telephone Support Request Assignment             | (b)(4) |        |
| <b>PRS 5</b>                  | Other than Telephone Support Request Assignments | (b)(4) |        |
| <b>PRS 6</b>                  | Customer Satisfaction                            | (b)(4) |        |

|                                  |   |                                  |                 |       |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>9 of 48 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

|                               |  |        |        |
|-------------------------------|--|--------|--------|
| <b>PRS 7</b>                  | Support Request Generation, Routing & Tracking   | (b)(4) |        |
| <b>PRS 8</b>                  | SOS Vectory Database Maintenance                 | (b)(4) |        |
| <b>PRS 9</b>                  | SOS Vectory Database Maintenance Updates         | (b)(4) |        |
| <b>TOTAL</b>                  |  |        | (b)(4) |
| <b>3<sup>rd</sup> Quarter</b> |  |        |        |
| <b>PRS 1</b>                  | Call Response Time                               | (b)(4) |        |
| <b>PRS 2</b>                  | Maximum Call Abandonment Rate                    | (b)(4) |        |
| <b>PRS 3</b>                  | Maximum Call Queue Depth                         | (b)(4) |        |
| <b>PRS 4</b>                  | Telephone Support Request Assignment             | (b)(4) |        |
| <b>PRS 5</b>                  | Other than Telephone Support Request Assignments | (b)(4) |        |
| <b>PRS 6</b>                  | Customer Satisfaction                            | (b)(4) |        |
| <b>PRS 7</b>                  | Support Request Generation, Routing & Tracking   | (b)(4) |        |
| <b>PRS 8</b>                  | SOS Vectory Database Maintenance                 | (b)(4) |        |
| <b>PRS 9</b>                  | SOS Vectory Database Maintenance Updates         | (b)(4) |        |
| <b>TOTAL</b>                  |  |        | (b)(4) |
| <b>4<sup>th</sup> Quarter</b> |  |        |        |
| <b>PRS 1</b>                  | Call Response Time                               | (b)(4) |        |

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>10 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

|              |  |        |        |
|--------------|--|--------|--------|
| <b>PRS 2</b> | Maximum Call Abandonment Rate                    | (b)(4) |        |
| <b>PRS 3</b> | Maximum Call Queue Depth                         | (b)(4) |        |
| <b>PRS 4</b> | Telephone Support Request Assignment             | (b)(4) |        |
| <b>PRS 5</b> | Other than Telephone Support Request Assignments | (b)(4) |        |
| <b>PRS 6</b> | Customer Satisfaction                            | (b)(4) |        |
| <b>PRS 7</b> | Support Request Generation, Routing & Tracking   | (b)(4) |        |
| <b>PRS 8</b> | SOS Vectory Database Maintenance                 | (b)(4) |        |
| <b>PRS 9</b> | SOS Vectory Database Maintenance Updates         | (b)(4) |        |
| <b>TOTAL</b> |  |        | (b)(4) |

### OPTION YEAR 1

|                               |  |        |  |
|-------------------------------|--|--------|--|
| <b>1<sup>st</sup> Quarter</b> |  |        |  |
| <b>PRS 1</b>                  | Call Response Time                               | (b)(4) |  |
| <b>PRS 2</b>                  | Maximum Call Abandonment Rate                    | (b)(4) |  |
| <b>PRS 3</b>                  | Maximum Call Queue Depth                         | (b)(4) |  |
| <b>PRS 4</b>                  | Telephone Support Request Assignment             | (b)(4) |  |
| <b>PRS 5</b>                  | Other than Telephone Support Request Assignments | (b)(4) |  |
| <b>PRS 6</b>                  | Customer Satisfaction                            | (b)(4) |  |

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>11 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

|                               |  |        |        |
|-------------------------------|--|--------|--------|
| <b>PRS 7</b>                  | Support Request Generation, Routing & Tracking   | (b)(4) |        |
| <b>PRS 8</b>                  | SOS Vectory Database Maintenance                 | (b)(4) |        |
| <b>PRS 9</b>                  | SOS Vectory Database Maintenance Updates         | (b)(4) |        |
| <b>TOTAL</b>                  |  |        | (b)(4) |
| <b>2<sup>nd</sup> Quarter</b> |  |        |        |
| <b>PRS 1</b>                  | Call Response Time                               | (b)(4) |        |
| <b>PRS 2</b>                  | Maximum Call Abandonment Rate                    | (b)(4) |        |
| <b>PRS 3</b>                  | Maximum Call Queue Depth                         | (b)(4) |        |
| <b>PRS 4</b>                  | Telephone Support Request Assignment             | (b)(4) |        |
| <b>PRS 5</b>                  | Other than Telephone Support Request Assignments | (b)(4) |        |
| <b>PRS 6</b>                  | Customer Satisfaction                            | (b)(4) |        |
| <b>PRS 7</b>                  | Support Request Generation, Routing & Tracking   | (b)(4) |        |
| <b>PRS 8</b>                  | SOS Vectory Database Maintenance                 | (b)(4) |        |
| <b>PRS 9</b>                  | SOS Vectory Database Maintenance Updates         | (b)(4) |        |
| <b>TOTAL</b>                  |  |        | (b)(4) |
| <b>3<sup>rd</sup> Quarter</b> |  |        |        |
| <b>PRS 1</b>                  | Call Response Time                               | (b)(4) |        |

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>12 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

|                               |  |        |        |
|-------------------------------|--|--------|--------|
| <b>PRS 2</b>                  | Maximum Call Abandonment Rate                    | (b)(4) |        |
| <b>PRS 3</b>                  | Maximum Call Queue Depth                         | (b)(4) |        |
| <b>PRS 4</b>                  | Telephone Support Request Assignment             | (b)(4) |        |
| <b>PRS 5</b>                  | Other than Telephone Support Request Assignments | (b)(4) |        |
| <b>PRS 6</b>                  | Customer Satisfaction                            | (b)(4) |        |
| <b>PRS 7</b>                  | Support Request Generation, Routing & Tracking   | (b)(4) |        |
| <b>PRS 8</b>                  | SOS Vectory Database Maintenance                 | (b)(4) |        |
| <b>PRS 9</b>                  | SOS Vectory Database Maintenance Updates         | (b)(4) |        |
| <b>TOTAL</b>                  |  |        | (b)(4) |
| <b>4<sup>th</sup> Quarter</b> |  |        |        |
| <b>PRS 1</b>                  | Call Response Time                               | (b)(4) |        |
| <b>PRS 2</b>                  | Maximum Call Abandonment Rate                    | (b)(4) |        |
| <b>PRS 3</b>                  | Maximum Call Queue Depth                         | (b)(4) |        |
| <b>PRS 4</b>                  | Telephone Support Request Assignment             | (b)(4) |        |
| <b>PRS 5</b>                  | Other than Telephone Support Request Assignments | (b)(4) |        |
| <b>PRS 6</b>                  | Customer Satisfaction                            | (b)(4) |        |
| <b>PRS 7</b>                  | Support Request Generation, Routing & Tracking   | (b)(4) |        |

|                  |                       |                            |          |       |
|------------------|-----------------------|----------------------------|----------|-------|
| CONTRACT NO.     | DELIVERY ORDER NO.    | AMENDMENT/MODIFICATION NO. | PAGE     | FINAL |
| N00178-04-D-4010 | N00178-04-D-4010-NS02 | 42                         | 13 of 48 |       |

(End of Clause)

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>14 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

The Contractor shall perform the requirements of this Task Order in accordance with the requirements of Section C of the basic IDIQ contract.

### **C-1 SPECIFICATIONS/STATEMENT OF WORK**

Work under this contract shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL).

### **C-2 QUALITY ASSURANCE PLAN**

Work under this contract will be monitored in accordance with Attachment No. 9, Quality Assurance Surveillance Plan (QASP).

### **C-3 SECURITY REQUIREMENTS**

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

### **C-4 RESERVED**

### **C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES**

(a) Pursuant to Navy policy applicable to both Government and Contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

- (1) Routine inspection of Contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.



|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>15 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

(c) When there is probable cause to believe that a Contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The Contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of Contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

## **C-6 KEY PERSONNEL**

(a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The Offeror agrees that during the first 120 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 120 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions or additions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. Requests must contain a complete resume for the proposed substitute or addition and any other information requested by the Contracting Officer or required for approval. All proposed substitutions shall have the same qualifications as the individual being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME

CONTRACT LABOR CATEGORY

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>16 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

(b)(6) \_\_\_\_\_ Program Manager (Off-Site, not on Government site)

(b)(6) \_\_\_\_\_ Operations Manager (On-Site)

(b)(6) \_\_\_\_\_ Quality Assurance (QA) and Training Coordinators

(b)(6) \_\_\_\_\_ Call Center Shift Supervisors

(b)(6) \_\_\_\_\_

(b)(6) \_\_\_\_\_

(b)(6) \_\_\_\_\_ Work Force Analyst

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the Offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

#### **C-7 REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION (NMCARS 5237.102-90)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for PMW 240 GDSC via a secure data collection site. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>17 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

address: <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>18 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

## **SECTION D PACKAGING AND MARKING**

**The Contractor shall perform the requirements of this Task Order in accordance with the requirements of Section D of the basic IDIQ contract.**

### **D-1 SHIP TO INFORMATION**

**See Section G - Contracting Officer's Representative (COR)**

### **D-2 MARKING OF REPORTS (5252.237-9203)**

**All reports shall prominently show on the cover of the report:**

- (1) Name and Business Address of the Contractor**
- (2) Contract Number**
- (3) Task Order Number**
- (4) Task Order Dollar Amount**
- (5) CDRL Data Item Number (if applicable)**
- (6) Date**
- (7) Ship To Designee**

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>19 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE--DESTINATION**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR).

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>20 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

|      |                        |
|------|------------------------|
| 4000 | 9/26/2011 - 9/25/2012  |
| 4100 | 9/26/2012 - 9/25/2013  |
| 4200 | 9/26/2013 - 9/25/2014  |
| 4300 | 9/26/2014 - 9/25/2015  |
| 4400 | 9/26/2015 - 9/25/2016  |
| 4500 | 9/26/2013 - 9/25/2014  |
| 4600 | 11/2/2015 - 9/25/2016  |
| 5000 | 9/26/2011 - 12/25/2011 |
| 5001 | 12/26/2011 - 3/25/2012 |
| 5002 | 3/26/2012 - 6/25/2012  |
| 5003 | 6/26/2012 - 9/25/2012  |
| 5100 | 9/26/2012 - 12/25/2012 |
| 5101 | 12/26/2012 - 3/25/2013 |
| 5102 | 3/26/2013 - 6/25/2013  |
| 5103 | 6/26/2013 - 9/25/2013  |
| 5200 | 9/26/2013 - 12/25/2013 |
| 5201 | 12/26/2013 - 3/25/2014 |
| 5202 | 3/26/2014 - 6/25/2014  |
| 5203 | 6/26/2014 - 9/25/2014  |
| 5300 | 9/26/2014 - 12/25/2014 |
| 5301 | 12/26/2014 - 3/25/2015 |
| 5302 | 3/26/2015 - 6/25/2015  |
| 5303 | 6/26/2015 - 9/25/2015  |
| 5400 | 9/26/2015 - 12/25/2015 |
| 5401 | 12/26/2015 - 3/25/2016 |
| 5402 | 3/26/2016 - 6/25/2016  |
| 5403 | 6/26/2016 - 9/25/2016  |
| 6000 | 9/26/2011 - 9/25/2012  |
| 6100 | 9/26/2012 - 9/25/2013  |
| 6200 | 9/26/2013 - 9/25/2014  |
| 6300 | 9/26/2014 - 9/25/2015  |
| 6400 | 9/26/2015 - 9/25/2016  |

The periods of performance for the following Option Items are as follows:

|      |                        |
|------|------------------------|
| 5303 | 6/26/2015 - 9/25/2015  |
| 5400 | 9/26/2015 - 12/25/2015 |
| 5401 | 12/26/2015 - 3/25/2016 |
| 5402 | 3/26/2016 - 6/25/2016  |
| 5403 | 6/26/2016 - 9/25/2016  |

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>21 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>22 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item B001. Submissions are due monthly by the 10<sup>th</sup> of the following month to the Contracting Officer's Representative (COR). This submission may be to a central website.

In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:

- a) Period Covered by Report
- b) Significant Accomplishments – Description of the technical progress made during that period.
- c) Significant Issues
- d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
- e) Travel Activity

The contractor shall provide emergent reports at the request of the Task Order Contracting Officer or Task Order Manager.

### G-2 RESERVED.

### G-3 TYPE OF CONTRACT (SPAWAR G-314)

This is a Cost Plus Fixed Fee - Level of Effort (TERM) task order.

### G-4 Wide Area WorkFlow Payment Instructions (252.232-7006)

#### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—



|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>23 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission*. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions*. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type*. The Contractor shall use the following document type(s).

Cost Voucher

(2) *Inspection/acceptance location*. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Norfolk Naval Station, Norfolk, VA

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC       | HQ0338                            |
| Issue By DoDAAC           | N00039                            |
| Admin DoDAAC              | S2404A                            |
| Inspect By DoDAAC         | Not Applicable                    |
| Ship To Code              | See Schedule                      |
| Ship From Code            | 61443                             |
| Mark For Code             | N00039                            |
| Service Approver (DoDAAC) | N00039                            |
| Service Acceptor (DoDAAC) | N00039                            |
| Accept at Other DoDAAC    | Not Applicable                    |
| LPO DoDAAC                | Not Applicable                    |

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>24 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

|                     |                |
|---------------------|----------------|
| DCAA Auditor DoDAAC | HAA47F         |
| Other DoDAAC(s)     | Not Applicable |

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule”

if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(b)(6)

[lisa.parker1@navy.mil](mailto:lisa.parker1@navy.mil)

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

SPAWAR Help Desk 858-537-0644

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

## G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: (b)(6)  
Code: SPAWAR 2.0B  
Address: 4301 Pacific Highway, San Diego CA 92110  
Phone: (619) 228-5956  
E-Mail: (b)(6)

## G-6 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The SPAWAR COR for this Task Order is:

Name: (b)(6)  
Naval Support Activities Building 214  
5450 Carlisle Pike

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>25 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

Mechanicsburg, PA 17055

Phone: (717) 605-1530

(b)(6)

The SPAWAR ACOR for this Task Order is:

Name: (b)(6)

701 S Courthouse Rd, Bldg 12, Suite 1400

Arlington, VA 22204

(b)(6)

#### **G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (SPAWAR G-321)**

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

#### **G-8 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (DFARS PGI 204.7108)**

This payment instruction applies at the contract line item level to the cost-reimbursement contract line items.

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>26 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

| SLINID                                       | PR Number              | Amount |
|--|------------------------|--------|
| 400001                                       | 1300228284 (b)(4)      |        |
| LLA :  |                        |        |
| AA 1711804 5T6M 252 00039 0 050120 2D 000000 |                        |        |
| COST CODE: A00000888136                      |                        |        |
| CIN: 130022828400001                         |                        |        |
| 600001                                       | 1300228284 (b)(4)      |        |
| LLA :  |                        |        |
| AA 1711804 5T6M 252 00039 0 050120 2D 000000 |                        |        |
| COST CODE: A00000888136                      |                        |        |
| CIN: 130022828400001                         |                        |        |
| BASE Funding (b)(4)                          |                        |        |
| Cumulative Funding (b)(4)                    |                        |        |
| MOD 01                                       |                        |        |
| 400002                                       | 1300233033 (b)(4)      |        |
| LLA :  |                        |        |
| AB 1721804 5T6M 252 00039 0 050120 2D 000000 |                        |        |
| COST CODE: A00000924339                      |                        |        |
| CIN:130023303300001                          |                        |        |
| MOD 01 Funding 246280.00                     |                        |        |
| Cumulative Funding 996280.00                 |                        |        |
| MOD 02                                       |                        |        |
| 400003                                       | 1300233033-0001 (b)(4) |        |
| LLA :  |                        |        |
| AB 1721804 5T6M 252 00039 0 050120 2D 000000 |                        |        |
| COST CODE: A00000924339                      |                        |        |
| CIN: 130023303300002                         |                        |        |
| 5000   | 1300233033-0001 (b)(4) |        |
| LLA :  |                        |        |
| AB 1721804 5T6M 252 00039 0 050120 2D 000000 |                        |        |
| COST CODE: A00000924339                      |                        |        |
| CIN: 130023303300002                         |                        |        |
| MOD 02 Funding (b)(4)                        |                        |        |
| Cumulative Funding (b)(4)                    |                        |        |
| MOD 03 Funding (b)(4)                        |                        |        |
| Cumulative Funding (b)(4)                    |                        |        |
| MOD 04                                       |                        |        |
| 400004                                       | 1300233033-0002 (b)(4) |        |
| LLA :  |                        |        |
| AB 1721804 5T6M 252 00039 0 050120 2D 000000 |                        |        |
| COST CODE: A00000924339                      |                        |        |
| CIN: 130023303300003                         |                        |        |
| 600002                                       | 1300233033-0002 (b)(4) |        |
| LLA :  |                        |        |
| AB 1721804 5T6M 252 00039 0 050120 2D 000000 |                        |        |
| COST CODE: A00000924339                      |                        |        |
| CIN: 130023303300003                         |                        |        |
| MOD 04 Funding (b)(4)                        |                        |        |
| Cumulative Funding (b)(4)                    |                        |        |
| MOD 05                                       |                        |        |
| 400005                                       | 1300233033-0003 (b)(4) |        |

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>27 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

LLA :  
AB 1721804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00000924339  
CIN: 130023303300004

5001 1300233033-0003 (b)(4)  
LLA :  
AB 1721804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00000924339  
CIN 130023303300004

600003 1300233033-0003 (b)(4)  
LLA :  
AB 1721804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00000924339  
CIN: 130023303300004

MOD 05 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 06

400005 1300233033-0003 (b)(4)  
LLA :  
AB 1721804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00000924339  
CIN: 130023303300004

410001 1300304035 (b)(4)  
LLA :  
AC 1721804 4A4N 251 00019 0 050120 2D 000000  
COST CODE: A00001392176  
CIN: 130030403500001

410002 1300297045 (b)(4)  
LLA :  
AD 1721804 9U3N 252 00023 0 050120 2D 000000  
COST CODE: A00001346285  
CIN: 130029704500001

410003 1300233033-0003 (b)(4)  
LLA :  
AB 1721804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00000924339  
CIN: 130023303300004

5002 1300233033-0003 (b)(4)  
LLA :  
AB 1721804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00000924339  
CIN: 130023303300004

610001 1300233033-0003 (b)(4)  
LLA :  
AB 1721804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00000924339  
CIN: 130023303300004

MOD 06 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 07

410004 1300318793 (b)(4)  
LLA :  
AE 1731804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00001514215  
CIN: 130031879300001

5003 1300318793 (b)(4)

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>28 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

LLA :  
 AE 1731804 5T6M 252 00039 0 050120 2D 000000  
 COST CODE: A00001514215  
 CIN: 130031879300001

610002 1300318793 (b)(4)  
 LLA :  
 AE 1731804 5T6M 252 00039 0 050120 2D 000000  
 COST CODE: A00001514215  
 CIN: 130031879300001

MOD 07 Funding (b)(4)  
 Cumulative Funding (b)(4)

MOD 08

410005 1300318793-0001 (b)(4)  
 LLA :  
 AF 1731804 5T6M 252 00039 0 050120 2D 000000  
 COST CODE: A00001514215  
 CIN: 130031879300002

5100 1300318793-0001 (b)(4)  
 LLA :  
 AF 1731804 5T6M 252 00039 0 050120 2D 000000  
 COST CODE: A00001514215  
 CIN: 130031879300002

MOD 08 Funding (b)(4)  
 Cumulative Funding (b)(4)

MOD 09

410006 1300318793-0002 (b)(4)  
 LLA :  
 AG 1731804 5T6M 252 00039 0 050120 2D 000000  
 COST CODE: A00001514215  
 CIN: 130031879300003

5101 1300318793-0002 (b)(4)  
 LLA :  
 AG 1731804 5T6M 252 00039 0 050120 2D 000000  
 COST CODE: A00001514215  
 CIN 130031879300003

MOD 09 Funding (b)(4)  
 Cumulative Funding (b)(4)

MOD 10

410007 1300318793-0004 (b)(4)  
 LLA :  
 AG 1731804 5T6M 252 00039 0 050120 2D 000000  
 COST CODE: A00001514215  
 CIN: 130031879300004

5101 1300318793-0004 (b)(4)  
 LLA :  
 AG 1731804 5T6M 252 00039 0 050120 2D 000000  
 COST CODE: A00001514215  
 CIN: 130031879300003  
 CIN: 130031879300004

610003 1300318793-0004 (b)(4)  
 LLA :  
 AG 1731804 5T6M 252 00039 0 050120 2D 000000  
 COST CODE: A00001514215  
 CIN: 130031879300004

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>29 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

MOD 10 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 11

420001 1300318793-0005 (b)(4)  
LLA :  
AG 1731804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00001514215  
CIN: 130031879300005

5102 1300318793-0005 (b)(4)  
LLA :  
AG 1731804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00001514215  
CIN: 130031879300005

620001 1300318793-0005 (b)(4)  
LLA :  
AG 1731804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00001514215  
CIN: 130031879300005

MOD 11 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 12 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 13

420002 1300388269 (b)(4)  
LLA :  
AH 1741804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00002010035  
CIN: 130038826900001

450001 1300389161 (b)(4)  
LLA :  
AJ 97X4930 NC1E 252 91005 0 050120 2F 000000  
COST CODE: A00002016494  
CIN: 130038916100001

5103 1300388269 (b)(4)  
LLA :  
AH 1741804 5T6M 252 00039 0 050120 2D 000000  
COST CODE: A00002010035  
CIN: 130038826900001

MOD 13 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 14

420003 1300408810 (b)(4)  
LLA :  
AK 1741804 5T6M 257 00039 0 050120 2D 000000  
COST CODE: A00002170418  
CIN: 130040881000001

5200 1300408810 (b)(4)  
LLA :  
AK 1741804 5T6M 257 00039 0 050120 2D 000000  
COST CODE: A00002170418  
CIN: 130040881000001

620002 1300408810 (b)(4)  
LLA :  
AK 1741804 5T6M 257 00039 0 050120 2D 000000

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>30 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

COST CODE: A00002170418  
CIN: 130040881000001

MOD 14 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 15

420004 1300420801 (b)(4)  
LLA :  
AL 1741804 5FIT 257 00039 0 050120 2D 000000  
COST CODE: A00002258114  
CIN:130042080100001

420005 1300420862 (b)(4)  
LLA :  
AM 1741804 KU2N 257 00025 N 068732 2D 04B2N0  
COST CODE: AA004RC2018R  
CIN: 130042086200001

420006 1300423829 (b)(4)  
LLA :  
AN 1741804 12UN 252 31975 S 068892 2D C98002  
COST CODE: 319754S2598Q  
CIN: 130042382900001

420007 1300408810-0001 (b)(4)  
LLA :  
AK 1741804 5T6M 257 00039 0 050120 2D 000000  
COST CODE: A00002170418  
CIN: 130040881000002

5201 1300420801 (b)(4)  
LLA :  
AL 1741804 5FIT 257 00039 0 050120 2D 000000  
COST CODE: A00002258114  
CIN: 130042080100001

620003 1300420801 (b)(4)  
LLA :  
AL 1741804 5FIT 257 00039 0 050120 2D 000000  
COST CODE: A00002258114  
CIN: 130042080100001

MOD 15 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 16

430001 130044009000001 (b)(4)  
LLA :  
AP 1741804 5T6M 257 00039 0 050120 2D 000000 A00002395974

5203 130044009000001 (b)(4)  
LLA :  
AP 1741804 5T6M 257 00039 0 050120 2D 000000 A00002395974

630001 130044009000001 (b)(4)  
LLA :  
AP 1741804 5T6M 257 00039 0 050120 2D 000000 A00002395974

MOD 16 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 17

5202 130044009000001 (b)(4)  
LLA :



|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>31 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

AP 1741804 5T6M 257 00039 0 050120 2D 000000 A00002395974

5203 130044009000001 (b)(4)

LLA :

AK 1741804 5T6M 257 00039 0 050120 2D 000000 A00002395974

MOD 17 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 18 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 19

420006 1300423829

(b)(4)

LLA :

AN 1741804 12UN 252 31975 S 068892 2D C98002

COST CODE: 319754S2598Q

CIN: 130042382900001

420007 1300408810-0001

(b)(4)

LLA :

AK 1741804 5T6M 257 00039 0 050120 2D 000000

COST CODE: A00002170418

CIN: 130040881000002

430002 130044838700001

(b)(4)

LLA :

AQ 1741804 5FIT 257 00039 0 050120 2D 000000 A00002450332

430003 130042382900001

(b)(4)

LLA :

AN 1741804 12UN 252 31975 S 068892 2D C98002 319754S2598Q

430004 130040881000002

(b)(4)

LLA :

AK 1741804 5T6M 257 00039 0 050120 2D 000000 A00002170418

430005 130044009000002

(b)(4)

LLA :

AP 1741804 5T6M 257 00039 0 050120 2D 000000 A00002395974

430006 130044009000003

(b)(4)

LLA :

AP 1741804 5T6M 257 00039 0 050120 2D 000000 A00002395974

430007 130045522400001

(b)(4)

LLA :

AR 1741804 60FN 252 36001 068892 2D X010SN 360014N4SITQ

430008 130045538200001

(b)(4)

LLA :

AS 1741804 60CM 252 00065 068566 2D C00111 000654N6COPQ

MOD 19 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 20

430009 130046253900001

(b)(4)

LLA :

AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00002597417

5203 130046253900001

(b)(4)

LLA :

AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00002597417

MOD 20 Funding (b)(4)

Cumulative Funding (b)(4)

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>32 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

MOD 21

450002 130044973000002 (b)(4)  
LLA :  
AU 97X4930 NC1E 252 91005 0 050120 2F 000000 A00002563510

MOD 21 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 22

430010 130046253900002 (b)(4)  
LLA :  
AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00002597417

5300 130046253900002 (b)(4)  
LLA :  
AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00002597417

MOD 22 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 23

430011 130046253900003 (b)(4)  
LLA :  
AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00002597417

430012 130048120500001 (b)(4)  
LLA :  
AV 1751804 5FIT 257 00039 0 050120 2D 000000 A00002750653

630002 130048120500001 (b)(4)  
LLA :  
AV 1751804 5FIT 257 00039 0 050120 2D 000000 A00002750653

MOD 23 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 24 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 25

5301 130046253900004 (b)(4)  
LLA :  
AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00002597417

5302 130046253900004 (b)(4)  
LLA :  
AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00002597417

630003 130046253900004 (b)(4)  
LLA :  
AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00002597417

MOD 25 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 26

440001 130051780100001 (b)(4)  
LLA :  
AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00003003074

MOD 26 Funding (b)(4)

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>33 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

Cumulative Funding (b)(4)

MOD 27

430011 130046253900003 (b)(4)

LLA :

AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00002597417

440002 130052105100001 (b)(4)

LLA :

AW 1751804 60CM 233 00065 0 068566 2D C00211 000655N6COPN

440003 130052438100001 (b)(4)

LLA :

AX 1751804 KU2N 233 00025 N 068732 2D 04B2N0 AA005RC2039R

440004 130046253900003 (b)(4)

LLA :

AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00002597417

MOD 27 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 28

440005 130052364600001 (b)(4)

LLA :

AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00003041294

440006 130051780100002 (b)(4)

LLA :

AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00003003074

640001 130051780100002 (b)(4)

LLA :

AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00003003074

MOD 28 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 29

440007 130051780100003 (b)(4)

LLA :

AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00003003074

MOD 29 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 30

460001 130053231500001 (b)(4)

LLA :

AU 97X4930 NC1E 252 91005 0 050120 2F 000000 A00003124010

MOD 30 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 31

440007 130051780100003 (b)(4)

LLA :

AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00003003074

440008 130053542000001 (b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003156834

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>34 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

5303 130051780100003 (b)(4)  
LLA :  
AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00003003074

MOD 31 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 32

440009 130055023300001 (b)(4)  
LLA :  
AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003279904

MOD 32 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 33

440007 130051780100003 ((b)(4))  
LLA :  
AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00003003074

440010 130054694300001 (b)(4)  
LLA :  
AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003253023

5400 130051780100003 (b)(4)  
LLA :  
AT 1751804 5T6M 257 00039 0 050120 2D 000000 A00003003074

640002 130054694300001 (b)(4)  
LLA :  
AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003253023

MOD 33 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 34

440011 130056588400001 (b)(4)  
LLA :  
AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003398780

440012 130056736200001 (b)(4)  
LLA :  
AZ 5763400 306 70ABG 3 110002 44 800418 40F387700F87 700 387700

540101 130056588400001 (b)(4)  
LLA :  
AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003398780

MOD 34 Funding (b)(4)  
Cumulative Funding (b)(4)

MOD 35

440009 130055023300001 ((b)(4))  
LLA :  
AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003279904

MOD 35 Funding -(b)(4)  
Cumulative Funding (b)(4)

MOD 36

440013 130057818100001 (b)(4)  
LLA :

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>35 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

BA 1761804 KU2N 233 00025 N 068732 2D 04B2N0 AA006RC2105R

MOD 36 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 37

440008 130053542000001

(b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003156834

440010 130054694300001

(b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003253023

440011 130056588400001

(b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003398780

540201 130054694300001

(b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003253023

MOD 37 Funding -(b)(4)

Cumulative Funding (b)(4)

MOD 38

440008 130053542000001

(b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003156834

440010 130054694300001

(b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003253023

540201 130054694300001

(b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003253023

MOD 38 Funding (b)(4)

Cumulative Funding (b)(4)

MOD 39

440010 130054694300001

(b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003253023

540201 130054694300001

(b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003253023

MOD 39 Funding -(b)(4)

Cumulative Funding (b)(4)

MOD 40

540301 130054694300005

(b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003253023

640002 130054694300001

(b)(4)

LLA :

AY 1761804 5T6M 233 00039 0 050120 2D 000000 A00003253023

MOD 40 Funding (b)(4)

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>36 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

Cumulative Funding (b)(4)

MOD 41

450002 130044973000002 (b)(4)  
LLA :  
AU 97X4930 NC1E 252 91005 0 050120 2F 000000 A00002563510

MOD 41 Funding -(b)(4)  
Cumulative Funding (b)(4)

MOD 42

460001 130053231500001 (b)(4)  
LLA :  
AU 97X4930 NC1E 252 91005 0 050120 2F 000000 A00003124010

MOD 42 Funding -(b)(4)  
Cumulative Funding (b)(4)

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>37 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-1 RESERVED**

### **H-2 DATA RIGHTS**

The Data Rights clause in the basic contract is invoked for this task order.

### **H-3 CONTRACTOR PICTURE BADGE (SPAWAR H-323)**

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

### **H-4 CONTRACTOR IDENTIFICATION (SPAWAR H-355)**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

### **H-5 RESERVED**

### **H-6 RESERVED**

### **H-7 TECHNICAL INSTRUCTIONS**

(a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative (COR) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details and otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work descriptions.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>38 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the task order.

## **H-8 ORGANIZATIONAL CONFLICT OF INTEREST**

The HQ C-2-0037 Organizational Conflict of Interest (NAVSEA) (JUL 2000) clause in the basic SeaPort IDIQ contract is incorporated in this task order by the reference.

### *(a) Definition.*

“Support Services” includes, but is not limited to, program management support services, preparing program budget submissions, business financial reporting or accounting services or, advisory and assistance services including consultant services

(b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future SPAWAR contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide “support services”, it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.

(c)(1) If the Contracting Officer requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future SPAWAR contracts. The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor’s employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.



|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>39 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

(d) These restrictions shall apply to American Systems Corporation. This clause shall remain in effect for one year after completion of this contract.

(e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

## **H-9 RESERVED**

## **H-10 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (DFARS 252.239-7001) (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

## **H-11 REIMBURSEMENT OF TRAVEL COSTS**

### **(a) Contractor Request and Government Approval of Travel**

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

(1) Contract number

(2) Date, time, and place of proposed travel

(3) Purpose of travel and how it relates to the contract

(4) Contractor's estimated cost of travel

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>40 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

(5) Name(s) of individual(s) traveling and;

(6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>41 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 “Allowable Cost and Payment” clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee’s POV is used for travel between an employee’s residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee’s commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) “Permanent Duty Station” (PDS) is the location of the employee’s permanent work assignment (i.e., the building or other place where the employee regularly reports for work).

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>42 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ( $18 + 18 - 14 = 22$ ).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ( $15 + 30 + 15 - 30 = 30$ ).

EXAMPLE 4: Employee’s one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ( $45 + 67 + 12 - 24 = 100$ ).

EXAMPLE 5: Employee’s one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>43 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

## **H-12 RESERVED**

## **H-13 SMALL BUSINESS PARTICIPATION**

(a) The awardee shall be responsible for meeting the required Small Business Participation goal of no less than 30% of the total awarded ceiling price of this contract. Small Business Participation is defined as work effort performed by a small business for the prime as a subcontractor.

(b) Small Business Participation data shall be submitted on an annual basis to the PCO.

(c) The awardee is cautioned that failure to demonstrate a good-faith effort (willful or intentional failure to perform in accordance with requirements) to meet the overall Small Business Participation goal during the base ordering period and/or Option ordering periods may affect past performance assessments on future delivery/task orders and could result in the Government's unilateral decision to not exercise subsequent options.

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>44 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

## SECTION I CONTRACT CLAUSES

### I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

### I-2 SUBCONTRACT (FAR 52.244-2)

- (a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

N/A

---



---



---

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>45 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed subcontractor.
  - (iv) The proposed subcontract price.
  - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
  - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
  - (vii) A negotiation memorandum reflecting -
    - (A) The principal elements of the subcontract price negotiations;
    - (B) The most significant considerations controlling establishment of initial or revised prices;
    - (C) The reason cost or pricing data were or were not required;
    - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
    - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
    - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
    - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>46 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Addx Corporation

***Alternate I***

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

**I-3 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JULY 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$100,000.00 or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;



|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>47 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### **I-4 CLAUSES INCORPORATED BY REFERENCE**

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

DFARS 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

DFARS 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (MAY 2011)

DFARS 252.242-7005 CONTRACTOR BUSINESS SYSTEMS (MAY 2011)

DFARS 252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (MAY 2011)

DFARS 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2011)

#### **I-5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

|                                  |   |                                  |                  |       |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4010 | DELIVERY ORDER NO.<br>N00178-04-D-4010-NS02 | AMENDMENT/MODIFICATION NO.<br>42 | PAGE<br>48 of 48 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 GDSC CCS Performance Work Statement

Attachment 2 GDSC CCS CDRLs Revision 1

Attachment 3 DD254 Contract Security Classification Specification, Revision 1

Attachment 4 COR Designation Letter Seymour

Attachment 5 ACOR Designation Letter Lovelace